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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.
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09/316,938

05/21/99

THORSEN

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1685

021834

WM01/0608

BECK AND TYSVER

2900 THOMAS AVENUE SOUTH

SUITE 100

MINNEAPOLIS MN 55419

EXAMINER

RIMELL, S

ART UNIT

PAPER NUMBER

2166

10

DATE MAILED:

06/08/01

Please find below and/or attached an Office communication concerning this application or proceeding.

Commissioner of Patents and Trad marks

Office Action Summary

Application No.

09/316,938

Applicant(s)

THORSEN ET AL.

Examiner

Sam Rimell

Art Unit

2166

-- The MAILING DATE of this communication appears on the cover sheet with the corresponding address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☐ Responsive to communication(s) filed on ____.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-14 is/are pending in the application.
- 4a) Of the above claim(s) ____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) ____ is/are allowed.
- 6) ☒ Claim(s) 1-14 is/are rejected.
- 7) ☐ Claim(s) ____ is/are objected to.
- 8) ☐ Claims ____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on ____ is/are objected to by the Examiner.
- 11) ☐ The proposed drawing correction filed on ____ is: a) ☐ approved b) ☐ disapproved.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. § 119

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. ____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

SAM RIMELL
PLEASE EXAMINE
AU 2166

Attachment(s)

- 15) ☐ Notice of References Cited (PTO-892)
- 16) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 17) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) ____.
- 18) ☐ Interview Summary (PTO-413) Paper No(s). ____.
- 19) ☐ Notice of Informal Patent Application (PTO-152)
- 20) ☐ Other: _____.

Preliminary Note: Applicant's amendment to correct inventorship is accepted. The bibliographic data sheet in the file has been corrected to reflect the change in inventorship.

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

Claims 1-14 are rejected under 35 U.S.C. 102(e) as being clearly anticipated by Freeman Jr. et al. ('035), hereafter referred to as ("Freeman").

Claims 1-2: Freeman discloses a payment process for paying health care provider claims for services delivered (110 in FIG. 3). The payment derives from an aggregate fund (a bank). A primary funding process exists where an insurance company (which may also be a self insuring employer, col. 2, line 16 of Freeman) transfers funds to the aggregate fund/bank in exchange for its complete payment of services to the provider (114 in FIG. 3). A secondary funding process exists where the patient receiving the services makes payment to the aggregate fund/bank (114 in FIG. 3). A tertiary funding process exists where the patient receives credit from the aggregate fund/bank in order to assist the patient in paying the patient's share of the medical expenses (100 in FIG. 3).

Claims 3-5: In Freeman, a health insurance provider provides a cost report to a management service, which passes the report on to a first entity in the form of a bank (106-110 in FIG. 3). The first entity (bank) then sends statements to the self-insured employer and to the

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patient (step 114 in FIG. 3). The first entity (bank) then collects payment from the self-insured employer and patient while simultaneously providing immediate payment to the health insurance provider. Payment is made to the health insurance provider by the first entity (bank), regardless of whether or not the self-insured employer or patients have provided payment. The first entity provides credit to the patient (100 in FIG. 3) and calculates the credit risk of the patient (col. 6, lines 45-49). The calculation results in a transactional fee (col. 2, line 39) to cover the risk of default by the patient.

Claims 6-8: Freeman discloses a computer processor and storage device (310 in FIG. 2). First means (320 in FIG. 2) processes health care data by a health care provider. Second means (325 in FIG. 2) processes data regarding self-insured employers and employees. Third means (315 or 330 in FIG. 2) processes data regarding all services rendered during a year. A fourth means (connection 327 in FIG.2) permits the transmission of a report to the self-insured employer of the amount owed for services rendered to the patient. A fifth means is provided by the bank, which uses the fifth means to generate a statement on what the employee and self-insured employer owe to the bank. With respect to claim 8, a “sixth means” is provided, in the form of an electronic transfer system for assuring payment of the health care provider. An additional “seventh means” is provided by the bank which processes data regarding the amount owed by the bank.

Claims 9, 11 and 13: Columns 33-34, lines 8-25 discloses the statement that is presented to the patient. The statement is submitted monthly, rather than by individual claims, and shows all claim activity for that month and the details of each claim.

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Claims 10, 12 and 14: Columns 29-30, lines 1-20, describe the statement prepared and shows the aggregate charges that are to be paid by the insurance company. The insurance company may be an employer or (col. 2, line 16) who is providing self insurance. The insurance company is inherently a “plan sponsor”, as is any participating party in the system of Freeman.

Remarks

Applicant’s primary argument against the Freeman reference is that it allegedly does not disclose the concept of aggregating claims, presenting reports for the aggregated amounts to both the patient and employer and then making payment for the aggregated amount. These arguments are not correct. Columns 33-34, lines 8-25 of Freeman explicitly state that the insured only receives a monthly bill, and that this monthly bill contains all the claim activity aggregated for that month. The insured only pays the monthly bill, and does not pay after each doctor visit. There is absolutely no suggestion in the Freeman reference that the insured is billed after each doctor visit or after each charge.

Columns 29-30, lines 1-20 of Freeman show the aggregate charges that are reported by the insurance company with breakdown of how much the patient must pay. The aggregate charges are sent to the bank electronically after each doctor visit. Note that there is no distinction between a “charge” and a “claim”, since any charge becomes a claim once it is submitted for payment.

Additionally, the term “aggregate claim” does not necessary mean more than one claim. The term “aggregate” means “total”, and even one claim can be considered an aggregation.

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THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

Any inquiry concerning this communication should be directed to Sam Rimell at telephone number (703) 306-5626.



Sam Rimell
Primary Examiner
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